


Invitation to Bid

Leonard J. Chabert Medical Ctr			BIDS WILL BE PUBLICLY OPENED: <div style="display: flex; justify-content: space-between;"> June 21, 2010 02:00 PM </div>	
VENDOR NO. : SOLICITATION : 000562 OPENING DATE : 06/21/2010			Return Bid in Envelope/Labels Provided to: Purchasing Department 1978 Industrial Blvd Houma LA 70363 <div style="display: flex; justify-content: space-between;"> BUYER : Hebert, Vicky BUYER PHONE : 985/873-1215 </div> <div style="display: flex; justify-content: space-between;"> DATE ISSUED : 05/21/2010 REQ. NO : 0025482 </div> <div style="display: flex; justify-content: space-between;"> FISCAL YEAR : 2011 </div>	
<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p> <ol style="list-style-type: none"> 1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. FILL IN ALL BLANK SPACES. 3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS <hr/> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <ul style="list-style-type: none"> * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA). * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED. * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION. <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"> * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS. * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID. * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER. 				
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 2 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM	BIDDER:
<p>6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.</p> <p>8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS;SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFU BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 3 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM	BIDDER:
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS		Page 4 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM		BIDDER:
<p>ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO TH EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>27.INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.</p> <p>28.ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.</p> <p>29.ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.</p> <p>30.PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____ SPECIFY THE LINE NUMBER (S) _____ SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____ (NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.) DO YOU HAVE A LOUISIANA BUSNIESS WORK FORCE? YES _____ NO _____ IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____ FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>31.SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <p>31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR</p> <p>31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR</p> <p>31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.</p> <p>32. CODE OF CONDUCT</p> <p>32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET</p>		

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 5 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM	BIDDER:
<p>FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.</p> <p>32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.</p> <p>32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.</p> <p>32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.</p> <p>32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.</p> <p>32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.</p> <p>32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.</p> <p>32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.</p> <p>32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.</p> <p>32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.</p> <p>32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.</p> <p>32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.</p> <p>HCSD COMPLIANCE OFFICE 225-922-0572</p> <p>COMPLIANCE ACCESS LINE AT 1- 800-735-1185.</p> <p>32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.</p> <p>32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT</p> <p>HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.</p> <p>33. CORPORATE BUSINESS INTEREST</p> <p>33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 6 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM	BIDDER:
<p> SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY. </p> <p> 33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS D PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS D PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT. </p> <p> 33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS D. </p> <p> WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCS D/HIPAA/. </p>	

Invitation to Bid

SPECIAL TERMS & CONDITIONS		Page 7 of 12	
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM		BIDDER:	
<p>INSURANCE REQUIREMENTS FOR LSUHC-HCSD (Revised September 20, 2004)</p> <p>COMPENSATION INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.</p> <p>CONTRACTOR'S LIABILITY INSURANCE:</p> <p>PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.</p> <p>INSURANCE COVERAGE SPECIFIC BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:</p> <p>COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.</p> <p>PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.</p> <p>LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN TH TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.</p> <p>THE QUANTITIES LISTED ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY LSUHSC TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>AT THE OPTION OF LSUHSC AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.</p> <p>WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/.</p> <p>PAYMENT WILL NOT BE MADE IN ADVANCE. THE VENDOR SHALL SEND INVOICES TO THE ACCOUNTS PAYABLE DEPARTMENT ON A MONTHLY BASIS.</p> <p>SERVICE MUST BE SATISFACTORY; OTHERWISE, CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE FROM LSUHSC THIRTY (30) DAYS BEFORE DISCONTINUANCE OF SERVICE.</p>			

Invitation to Bid

SPECIAL TERMS & CONDITIONS		Page 8 of 12
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM		BIDDER:

LSUHSC RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

VENDOR MAY CONTACT JENNIFER LEBOEUF AT 985-873-2216 TO SCHEDULE INSPECTION.

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

VENDOR'S SIGNATURE

HOSPITAL'S NAME

HOSPITAL'S SIGNATURE

*****PLEASE BE SURE TO HAVE SOMEONE FROM OUR FACILITY AND FROM YOUR FACILITY (PERSON THAT PERFORMS AND COMPLETES THE JOB SITE VISIT) SIGN IN THE APPROPRIATE PLACES PROVIDED ON THIS BID DOCUMENT FOLLOWING THE MANDATORY JOB SITE VISIT*****

ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.

THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of this contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor, or by any means statutorially provided, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

*****We cannot accept quote forms provided by the vendor. All prices must be returned on this bid document only.*****

*****If you wish to bid, please fill out the entire document as requested, sign and return by the bid opening date listed on the bid document.*****

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF LSUHSC MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER MUST SIGN IN INK

Contract period: July 1, 2010 through June 30, 2011.

File #VH-1103-11*

Invitation to Bid

SPECIAL TERMS & CONDITIONS		Page 9 of 12	
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM		BIDDER:	
Empty space for content			

Invitation to Bid

PRICE SHEET		Page 10 of 12			
NUMBER : 000562 OPEN DATE : 06/21/2010 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO: <div style="text-align: center;"> 1978 Industrial Blvd Houma LA 70363 </div>					
Line No.	Description			Unit Price	Extended Amount
1	<p>To provide Medical Records Service to Leonard J. Chabert Medical Center, Houma, LA for the period of July 1, 2010 through June 30, 2011.</p> <p>Specify brand, model bid(if applicable)</p> <hr/> <ul style="list-style-type: none"> - Purging/Thinning/Sorting of on site medical records - Indexing sorted/thinned and/or purged medical records into LJCMC's Softmed System - Transportation of LJCMC's eligible medical records to vendor's off-site storage location - Prepping and Scanning of medical records - Destruction of Medical Records <p>This is estimated to be 2,400 charts/540,000 images annually.</p>	540,000.00	EA		
2	<p>Quarterly CQI/QA Activity Reports</p> <p>Specify brand, model bid(if applicable)</p> <hr/>	4.00	EA		
3	<p>Emergency "Stat" Requests for Medical Records.</p> <p>Specify brand, model bid(if applicable)</p> <hr/> <p>Needs to be faxed/scanned to the facility within the required 60 minutes of request and then the entire chart prepped, scanned, indexed, QA and destroyed.</p> <p>This is estimated to be 22,500 images annually.</p>	22,500.00	EA		
4	<p>Routine pick up of medical records by vendor each week.</p>	405,000.00	EA	-----	-----

Invitation to Bid

PRICE SHEET		Page 11 of 12			
NUMBER : 000562		BIDDER:			
OPEN DATE : 06/21/2010		TIME: 02:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO: <div>1978 Industrial Blvd Houma LA 70363</div>					
Line No.	Description			Unit Price	Extended Amount
5	Specify brand, model bid(if applicable) <div></div> <p>This will include prepping, scanning, QA, indexing and destruction charges.</p> <p>This is estimated to be 405,000 images annually.</p> Routine requests for medical records already located off-site.	90,000.00	EA		
	Specify brand, model bid(if applicable) <div></div> <p>This will include prepping, scanning, QA, indexing and destruction charges.</p> <p>This is estimated to be 90,000 images annually.</p> Annual certified destruction of eligible medical records to include medical record destruction charges.	2,500.00	EA		
7	Specify brand, model bid(if applicable) <div></div> <p>This is estimated to be 2,500 charts annually.</p> Off-Site Physical Storage Charge for stored medical records, per linear foot.	120,000.00	LOF		
	Specify brand, model bid(if applicable) <div></div> <p>Estimated to be 10,000 linear feet per month for 12 months (120,000 LOF annually).</p> <p>*This is to be invoiced per one month rate, per foot, per month.</p> Electronic storage charge, includes use of web based application and backup disc.	153,000.00	MGB	-----	-----

Invitation to Bid

PRICE SHEET		Page 12 of 12			
NUMBER : 000562		BIDDER:			
OPEN DATE : 06/21/2010		TIME: 02:00 PM			
UNLESS SPECIFIED ELSEWHERE SHIP TO: <div>1978 Industrial Blvd Houma LA 70363</div>					
Line No.	Description			Unit Price	Extended Amount
9	<div>Specify brand, model bid(if applicable)</div> <div>Estimated at 15,000 LSF/boxes X 102MGB = 153,000 MGB annually</div> <div>Request for medical records chart to be returned to LJCMC.</div> <div>Specify brand, model bid(if applicable)</div> <div>Estimated to be 100 charts annually.</div>	100.00	EA		

1. INTRODUCTION

Leonard J. Chabert Medical Center (LJCMC), dba as LSU Health System HCSD, Leonard J. Chabert Medical Center (LJCMC) comprises the LJCMC inpatient campus, including but not limited to ancillary departments, outpatient clinics, business office and human resources, at 1978 Industrial Blvd., Houma, LA 70363 and the Medical Records Building at 1978 Industrial Blvd., Houma, LA 70363.

For the purpose of this document, the terms “Contractor”, “Bidder” or “Vendor” are interchangeable.

2. STORAGE AND RETRIEVAL OF MEDICAL RECORDS

Contractor shall have significant medical records management expertise of at least five (5) years. Documentation of expertise may be requested by the hospital at any time during contract period. If requested, proper documentation must be provided within five (5) days of request. Failure to produce this documentation will result in the hospital reserving the right to cancel this contract.

Leonard J. Chabert Medical Center and LSU Health System HCSD shall have the right, upon reasonable notice to inspect vendor’s location at which the charts are being stored at any time. Initial inspection will be prior to award of apparent low bidder.

The awarded vendor will be responsible for all costs associated with retrieving files from hospital’s current off-site storage location to their off-site location.

Contractor is to provide off-site management of physical and electronic medical records including storage, prepping, indexing, scanning, sorting, purging, destruction and ROI as specified and electronic retrieval of LJCMC medical records for LSU Health System HCSD on an ongoing basis throughout the contract period.

Charges for the hard copy medical records storage space shall decrease as medical records are scanned. The reduced linear foot storage requirement due to the electronic scanning of requested medical records information will be provided on the contractor’s monthly billing invoice. The reduction will indicate at a prorated basis, charges for medical records hard copy storage for the billing month, and a corresponding adjustment to physical storage space will be made at the time of monthly payment.

By no later than ten (10) days from date of award of contract, the awarded vendor will transfer files from the current off-site location to the new off-site storage location to be processed. Contractor’s obligation to complete the project within ten (10) days will be extended to the extent of any delays in LSU providing security access.

By no later than sixty (60) days from date of award, the awarded vendor will destroy all records currently meeting agency’s regulatory requirements for destruction. Contractor’s obligation to complete the project within sixty (60) days will be extended to the extent of any delays in LSU providing security access.

Sort, thin and purge of on-hand medical records at locations of LJCMC will occur yearly between the months of July and August of each year for the duration of the contract period. Contractor is to provide all boxes for storage of records regardless of whether contract does the purge or hospital does the purge. Boxes shall be lift-off lid type and shall be linear foot in size. Before the sort and purge portion of this contract is acceptable and complete, contractor shall clean up and remove from the premises all debris resulting from his work.

Contractor must work during the regular course of business including weekends as requested, with HIM staff, as long as it does not impede workflow for file room area. Working after-hours is required as requested by LJCMC with one workstation available, and supervision for LJCMC HIM staff.

All medical records two (2) years or less in age will be maintained by LJCMC HIM employees at locations of this agency, as appropriate.

Prior to any medical record leaving any locations of this agency, electronic indexing of location assignment shall be entered into LJCMC's Softmed Tracking System by the Contractor, utilizing the hospital's IT hardware. LJCMC will provide contractor temporary access to Softmed Tracking System.

By no later than seventy-two (72) hours from departure from hospital premises, contractor shall furnish the LJCMC HIM Director a corresponding index of medical records taken from locations of the agency and logged in at the contractor's off-site storage area.

After yearly sorting, thinning and purging of medical records or when charts are sent weekly to storage from the facility, the records will be prepped and electronically scanned, indexed and stored in their entirety and readily available to LJCMC via a web based application. The contractor will then request authorization from the LJCMC HIM Director to destroy the affected hard-copy record. Vendor will send verification statement to the LJCMC HIM Director verifying that each document was successfully scanned electronically and is in fact stored and available electronically to LJCMC and that hard copy record has been destroyed.

The contractor shall provide secure transportation of all medical records to the contractor's off-site storage area. Off-site storage area will be stationed in the state of Louisiana, within sixty (60) miles of LJCMC, in order to ensure efficient and timely retrieval of the hard copy of medical records when necessary. Additionally the contractor shall maintain at two (2) separate locations, identical electronic backup of scanned LJCMC medical records during the contract period as well as providing two (2) backup discs to the Director of HIM at LJCMC.

At the end of the contract period, the contractor needs to download and provide all records to LJCMC.

Contractor will destroy as specified below medical records, both paper and electronic, ten (10) years old and over with no activity, except in the case of minors, which will be destroyed at the age of majority (18), plus ten (10) years, at contractor's off-site storage location during the contract period. It is the vendor's responsibility to know what records are to be destroyed and this shall be done annually. Legally requested medical records are held in

abeyance until completion of all applicable litigation and not destroyed upon eligibility. Any and all questions will be defined by the LJCMC HIM Director.

Prior to any destruction of LJCMC medical records (both paper and electronic), contractor will submit a list of records to be destroyed to the LJCMC HIM Director, so that final approval may be given. This list shall include the patient's name, date of birth, medical record number, social security number, last date of service, unit of measure in linear feet and/or megabytes as applicable. Contractor must securely destroy records and then provide LJCMC with a written certification of destruction. **UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR DESTROY LJCMC MEDICAL RECORDS WITHOUT PRIOR WRITTEN APPROVAL OF THE LJCMC HIM DIRECTOR.**

Contractor shall provide services for requests for medical records twenty-four (24) hours a day, seven (7) days a week including weekends and holidays. Contractor must have personnel on call that are able to provide service. Personnel must call back LJCMC within thirty (30) minutes of initial contact from LJCMC. Routine requests for medical records for review, release of information, legal or research purposes shall be provided within 24 hours from time of request by LJCMC.

Contractor shall provide for "Stat" requests for medical records, which needs to be faxed and/or scanned to the facility within the required sixty (60) minutes of the request to patient care areas. Only specific documents will be requested, and not the entire medical record for "Stat" requests. Once faxed to the facility, the entire chart shall be prepped, scanned, indexed, QA and destroyed.

Upon initial request of any and all portions of the medical records, the requested record will then be prepped, scanned, indexed, QA, and electronically stored in its entirety. The contractor will then request authorization from the LJCMC HIM Director to destroy the affected hard-copy record. Once scanned, contractor must send a verification statement to the LJCMC HIM Director verifying that each document was successfully scanned and is in fact stored and electronically available upon request by LJCMC.

Contractor must have an automated system to track the movement of all off-site medical records. These tracking reports will be made available to the LJCMC HIM Director as applicable and when requested for reconciliation and management purposes. Contractor shall train LJCMC HIM agency staff on the use of web based software application for all scanning and tracking of medical records. Contractor will provide access (query access) to LJCMC HIM personnel to the reporting functions of software application for use in monthly billing verifications.

The records management software applications used by contractor must allow for secure, bi-directional flow of medical record information between off-site storage location and agency. Application must provide the following:

- A. Real time chart tracking and accountability
- B. 128-bit SSL encryption
- C. Ability to create code-39 bar codes unique to each medical record

- D. Ability for all data stored to be fully transportable. Definition of transportable is electronic in a common format that is easily converted and/or imported into another system.
- E. Ability to track movements of medical records with barcode scanners

Continuous quality improvement/quality assurance activities and reporting requirements of contractor will consist of the following:

Contractor is required to prepare and submit a written report quarterly to the LJCMC HIM Director detailing CQI/QA activities including indicators utilized, thresholds, finds, and corrective actions to be taken, timelines, responsible parties and follow-up activities. A copy of CQI/QA policy from the potential low bidder will be requested prior to the bid being awarded. Once requested, the bidder has three (3) days to provide this documentation.

Contractor is to maintain a ninety-five percent (95%) accuracy rate for all functions. The accuracy rate will be determined by the contractor's CQI/QA activities as reported quarterly and verified by HIM Director. Any errors found will be corrected at contractor's expense within twenty-four (24) hours of written notification by LJCMC HIM Director. Contractor shall perform quarterly audits of storage and retrieval and deliver quarterly audits during the course of the contract. Audit reconciling report will consist of vendor to hospital database.

Contractor will have documented evidence that all employees handling LJCMC medical records, either on-site at LJCMC or off-site at the storage facility, have received interactive education regarding patient confidentiality and HIPAA. Contractor shall obtain an executed confidentiality statement from each employee. Copies of both documents are to be available to LJCMC upon request. When requested, contractor has five (5) days to provide the documentation.

Contractor's off-site storage space used for storing LJCMC's medical records shall be:

- maintained at a constant temperature range of 65-85 degrees Fahrenheit
- maintain automatic relative humidity control at 34-45%
- pest controlled
- protected with an active security system

Contractor's off-site storage facility must be secure with magnetic card access. Contractor shall provide this agency with magnetic key access reports upon request. When requested, documentation must be provided within three (3) days.

Contractor must provide written documentation to LJCMC that their storage site meets regulatory requirements for CMS and The Joint Commission for storage of medical records, to include sprinkler/fire alarm protection against fire, security systems against theft and procedures for water recovery damage in the case of flood/storm occurrence. Documentation must be provided within three (3) days of request by LJCMC.

Contractor shall meet all HIPAA and The Joint Commission requirements with regard to off-site records storage and retrieval management.

3. RELEASE OF INFORMATION

This contract includes Release of Information Service (ROI) to LJCMC at no additional cost, in accordance with HIPAA and Louisiana State Guidelines. This service will be in tandem with Release of Information services that will also be provided at LJCMC in the HIM Department by the contractor. The contract will provide coordinated release of information at their storage facility and at LJCMC for purposes of reducing the cost of pulling and transporting records. The contractor must provide 24 to 48 hour fulfillment for ROI on all compliant requests.

The contractor is responsible for the following as relates to ROI:

- Review all incoming requests for medical records, including by not limited to attorney, subpoena, insurance, DDS, other health care facilities, Peer Review Organizations, Recovery Audit Contractors, LJCMC Business Office and/or patient request
- Retrieve/pull requested medical record from LJCMC's facility and/or off-site storage facility
- Determine if proper authorization has been obtained by requesting party under applicable law
- Copy/scan requested medical record and mail/send/fax to requesting party
- Re-file medical record to appropriate place within Medical Records Department or off-site storage facility

Contractor will provide documentation that they have been in the Release of Information business for at least 10 years prior to bid being awarded. Contractor must also submit documentation that they have a full-time Compliance Officer/Risk Management Officer on staff prior to bid being awarded. If not submitted with the bid, documentation must be presented five (5) days from request by HCSD LJCMC.

Contractor will provide three (3) employees necessary to provide ROI services on-site at LJCMC as well as provide employees at their off-site facility. Employees selected by the contractor to be stationed at LJCMC to provide ROI services must be approved by LJCMC HIM Director prior to being stationed at LJCMC. All employees of contractor that are to provide ROI services must be thoroughly trained, tested and knowledgeable in ROI. Documentation must be provided for each employee prior to the employee being assigned to ROI for LJCMC. When requested, documentation must be presented five (5) days from request of HCSD LJCMC. Documentation will also include an executed confidentiality statement from each employee. All contracted employees that are stationed on-site at LJCMC must follow all hospital policies. These employees must also attend hospital Orientation and any training deemed necessary and conducted by LJCMC.

Contractor will provide all equipment to be used for the purpose of ROI functions at no cost to hospital. This includes, but is not limited to, copy/scan/fax machines, postage equipment. Postage and any other supplies are also the responsibility of the contractor. On

the basis of three (3) employees on site necessary to provide, it is required that contractor have three (3) copy/scan/fax machines for their use.

Contractor will provide "billable copies" at rates permitted by law for including but not limited to attorneys, subpoenas, insurance companies and patients as well as retrieval fee included but not limited to attorney and insurance companies. Contractor is to bill directly to these entities and not include LJCMC in any billing issues in regard to ROI.

Contractor is to provide computerized management reports, statements, invoices, logging system, HIPAA compliant reports and hospital wide HIPAA compliant accounting of disclosure software as well as at least two (2) laptop computers for their employees located on-site at LJCMC. Contractor will also provide LJCMC employees training and access to ROI web based tracking system.

4. PUBLIC RELATIONS

It is understood that contractor will be responsible for portraying a helpful, professional attitude and appearance in all communication situations dealing with patients, hospital staff, physicians, attorneys and the general public whether in person, by telephone or written communications.

5. REMOVAL OF CONTRACT STAFF

Contractor may be requested to remove a contract employee from LJCMC at the request of the LJCMC HIM Director due to the employee failing to follow LJCMC policies and procedures including department wide or dress code policies, professional conduct standards, set schedules, general employee policies or complaints received in regard to that employee. Failure to remove an employee upon request may be grounds to invoke the thirty (30) day contract cancellation clause.

After contract award any inability by the contractor to comply with all specifications of the contract, a contract controversy hearing may be initiated.

6. CONFIDENTIALITY AND SECURITY:

All information obtained by the contractor under this contract will be treated as confidential within the meaning of all federal and state requirements. Information so obtained shall not be used in any manner except as necessary for the proper discharge of contractor's obligations to HCSD and LJCMC.

The Federal and State Governments require that all information pertaining to recipients, providers, health facilities and associations shall be treated as confidential. In order to maintain said confidentiality and security, the contractor shall establish, subject to review and approval by LJCMC HIM Director, confidentiality rules and access procedures. Any data, regardless of the means of recording, may not be released to anyone, except the hospital without written permission from LJCMC HIM Director.

The potential low bidder is required to provide statements affirming that their software and procedures are in compliance with HIPAA, FERPA and Gramm-Leach-Bliley in particular and all other state and federal regulations protecting the privacy or financial and medical data. The successful vendor will be required to execute our Business Associate Addendum as referenced in the terms and conditions of the Invitation to Bid.

Contractor and its employees must at all time comply with all security regulations in effect on LJCMC's premises. These regulations will be made known in writing by LJCMC to the contractor upon award of this contract. The security policies will be made available by contacting Ms. Donna Pitre, Support Services Director, at (985) 873-2247. Confidential materials shall be safeguarded by the contractor to the same extent the contractor safeguards proprietary information relating to its own business.

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the LJCMC HIM Director (which approval shall be attached to the original agreement). Any subcontractors approved by hospital shall be subject to conditions and provision as the hospital may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provision of this clause and such approval by the hospital or any subcontractor shall be deemed in any event or manner to provide for the incidence of any obligation of the hospital beyond those specifically set forth herein. Further provided that no subcontractor shall relieve the Contractor of the responsibility for the performance of any subcontractor. *Any subcontract shall be subject to the same terms and conditions as the primary contractor and shall not be relieved of its specific obligations to perform because of its status as a subcontractor. Subcontractor will be covered under the contractor's insurance policy.*

Requests for approval for use of subcontractors are to be sent to: Mrs. Jennifer LeBoeuf, Director of HIM, LJCMC, 1978 Industrial Blvd., Houma, LA 70363 or email to; jlebo2@lsuhsc.edu. Email approval is acceptable. In the request, the contractor must state the subcontractor's name, address and that portion of service the subcontractor will perform.

7. INVOICING FOR SERVICES

Payment will not be made in advance. Contractor shall send invoices to the Accounts Payable Department on a monthly basis in accordance with the purchase order for services rendered. Invoices need have the purchase order number on each invoice and are to be itemized with service performed to individual lines of the purchase order. Failure to invoice in accordance with the purchase order may cause vendor to experience delays in payment.

8. CONTACT PERSONS AND MAILING ADDRESS

CONTRACTOR:

Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the HIM Director the names, addresses, telephone, cellular and beeper numbers of such person or persons. The information is to be kept current at all time during the contract period.

Contractor shall designate one or more persons responsible for the purchase order, contract and invoicing under this contract and shall provide the names, addresses, email addresses, telephone numbers and fax numbers of such person or persons to the Procurement Director at LJCMC. This information is to be current at all times during the contract period.

LJCMC:

DIRECTOR OF HIM:

Mrs. Jennifer LeBoeuf
1978 Industrial Blvd.
Houma, LA 70363
Telephone: (985) 873-2216
Email: jlebo2@lsuhsc.edu

PROCUREMENT DIRECTOR:

Mrs. Vicky Hebert
1978 Industrial Blvd.
Houma, LA 70363
Telephone: (985) 873-1215
Fax: (985) 873-1293
Email: vheber1@lsuhsc.edu

DIRECTOR OF SUPPORT SERVICES:

Ms. Donna Pitre
1978 Industrial Blvd.
Houma, LA 70363
Telephone: (985) 873-2247

ACCOUNTS PAYABLE DEPARTMENT:

1978 Industrial Blvd.
Houma, LA 70363
Telephone: (985) 873-2205
Fax: (985) 873-1293